

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

James Duggan, Lois Duggan, J. Duggan)	
1500 LLC, J. Duggan Parkside LLC, James G.)	
Duggan Trust, and Lois Duggan,)	
)	
Plaintiffs,)	
)	
v.)	
)	
John Terzakis, Rudy Mulder, Roxanne)	
Gardner, Tax Deferred Services, LLC, an)	No. 03 C 00210
Illinois Limited Liability Company, Urban)	Judge Amy St. Eve
Investment Trust, an Illinois Corporation,)	
Dundee, Inc., an Illinois Corporation,)	
Dundee 53, LLC, an Illinois Limited Liability)	
Company, Master Dundee 53, LLC, a)	
Delaware Limited Liability Company,)	
Dundee 53, Inc., an Illinois Corporation, 321)	
East Little Tokyo, LLC, a Delaware Limited)	
Liability Company, 321 East Little Tokyo)	
Master LLC, a Delaware Company,)	
Bloomington and North LLC, Concorde)	
Green Master LLC, a Delaware Limited)	
Liability Company, 59 and Caton LLC, an)	
Illinois Limited Liability Company, Caton)	
Crossing Master LLC, a Delaware Limited)	
Liability Company, Santa Ana Development)	
LLC, Santa Ana Master LLC, and Centerpoint,)	
A Maryland Real Estate Investment Trust)	
)	
Defendants.)	

MOTION FOR JUDGMENT

NOW COME Plaintiffs herein by their attorneys Edward J. FitzSimons, Mark Smolens and Richard T. Ryan and move this Honorable Court to enter judgment against John Terzakis in the amount of \$550,000 plus interest at 10% per annum from June 13, 2008 to date of judgment, and as reasons therefore states as follows:

1. This action was filed on January 10, 2003.
2. On or about March 31, 2005, the parties entered into a certain confidential settlement agreement and general release (hereinafter "the Settlement Agreement"). The first page of the Settlement Agreement is attached hereto as Exhibit A. The Settlement Agreement contains confidentiality provisions and for that reason, Plaintiff has filed a separate motion to permit the filing of the Settlement Agreement under seal. This action was dismissed by court order on January 4, 2005 with the Court retaining jurisdiction to enforce the Settlement Agreement.
3. The Settlement Agreement was amended by written instrument and executed in March 2007 (the "First Amendment"). A copy of the first page of the First Amendment is attached hereto as Exhibit B. The First Amendment is subject to the confidentiality provisions of the Settlement Agreement and for that reason, Plaintiff has filed a separate motion to permit the filing of the First Amendment under seal.
4. The Settlement Agreement was further amended by a written instrument dated April 8, 2008 (the "Second Amendment"). A copy of the first page of the Second Amendment is attached hereto as Exhibit C. The Second Amendment is subject to the confidentiality provisions of the Settlement Agreement and for that reason, Plaintiff has filed a separate motion to permit the filing of the Second Amendment under seal.
5. The final payment under the Settlement Agreement was originally due March 31, 2008. The due date for the final payment was extended by agreement of the parties to June 13, 2008. The final payment due June 13, 2008 in the amount of \$300,000 is unpaid.
6. The First Amendment provides for liquidated damages in the amount of \$250,000 in the event not all of the payments are timely made pursuant to the Settlement

Agreement as amended for a total amount due at this time of \$550,000 plus interest at 10% per annum (see Affidavit of James Duggan attached hereto as Exhibit D and made a part hereof).

WHEREFORE James Duggan individually and as Executor of the Estate of Lois Duggan, deceased prays that this court enter judgment against John Terzakis for \$550,000 plus interest from June 13, 2008 at 10% per annum until the date of judgment.

Respectfully submitted

/s/ Edward J.FitzSimons

Edward J. FitzSimons
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and as Executor of the Estate of Lois Duggan, deceased
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847/735-8762

Richard T. Ryan
Mark Smolens
Ryan Smolens & Jones
Attorneys for James Duggan individually
and as Executor of the Estate of Lois Duggan, deceased
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312/372-3800

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL MUTUAL RELEASE

This Confidential Settlement Agreement and General Mutual Release ("Agreement") is made this 31st day of March, 2005 (the "Effective Date") by and between James Duggan, Lois Duggan, J. Duggan 1500 LLC, J. Duggan Parkside LLC, James G. Duggan Trust, and Lois S. Duggan Trust (collectively, "**Plaintiffs**"), and John Terzakis, Roxanne Gardner, Tax Deferred Services, LLC, Urban Investment Trust, Inc., Dundee, Inc., Dundee 53, LLC, Master Dundee 53, LLC, Dundee 53, Inc., East Little Tokyo, LLC, 321 East Little Tokyo Master LLC, Bloomingdale & North LLC, Concorde Green Master LLC, 59th & Caton LLC, Caton Crossing Master LLC, Santa Ana Development LLC, and Santa Ana Master LLC (collectively, "**Settling Defendants**"). The Plaintiffs and Settling Defendants are collectively referred to in this Agreement as the "**Parties.**"

RECITALS

The Parties acknowledge the following:

WHEREAS, Plaintiffs filed a Complaint against Settling Defendants and others in the United States District Court for the Northern District of Illinois, Eastern Division, entitled *James Duggan et al. v. John Terzakis et al.*, Case No. 03 C 00210 (the "**Litigation**");

WHEREAS, Plaintiffs' claims in the Litigation are primarily based upon purchases made by certain of the Plaintiffs of tenant-in-common ownership interests in the properties known as the Honeywell (Arlington Heights, Illinois), 321 East Little Tokyo (Los Angeles, California), Concorde Green (Glendale Heights, Illinois), Caton Farm Crossing (Plainfield, Illinois) and Parkside (Santa Ana, California) properties.

Exhibit B

AMENDMENT TO CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL MUTUAL RELEASE AND TO THE ASSIGNMENT AGREEMENT

This Amendment to the Confidential Settlement Agreement and General Mutual Release and to the Assignment Agreement ("Amendment") is made this ____ day of March, 2007 (the "Effective Date") by and between James Duggan (individually and as executor of the estate of Lois Duggan), ("Duggan") and John Terzakis ("Terzakis"). Duggan and Terzakis are collectively referred to in this Agreement as the "Parties."

RECITALS

The Parties acknowledge the following:

WHEREAS, Duggan filed a Complaint against Terzakis et al. in the United States District Court for the Northern District of Illinois, Eastern Division, entitled *James Duggan et al. v. John Terzakis et al.*, Case No. 03 C 00210 (the "Chicago Litigation"); and

WHEREAS, Duggan and Terzakis agreed to settle all potential and actual issues between them, whether the subject of the Litigation or otherwise, on a confidential and amicable basis; and

WHEREAS, in order to settle the issues between Duggan and Terzakis, Duggan and Terzakis entered into a Confidential Settlement Agreement and General Mutual Release (the "Settlement Agreement") on the 31st of March, 2005; and

WHEREAS, in agreeing to the Settlement Agreement, Duggan waived his claims to attorneys fees and damages in excess of the amounts set forth in the Settlement Agreement; and

Exhibit C

SECOND AMENDMENT TO CONFIDENTIAL SETTLEMENT AGREEMENT AND TO ASSIGNMENT AGREEMENT

This Second Amendment to the Confidential Settlement Agreement and General Mutual Release and to Assignment Agreement ("Second Amendment") is made this 4th day of April, 2008 (the "Effective Date") by and between James Duggan (individually and as executor of the estate of Lois Duggan), ("Duggan") and John Terzakis ("Terzakis"). Duggan and Terzakis are collectively referred to in this agreement as the "Parties."

RECITALS

The Parties acknowledge the following:

WHEREAS, Duggan filed a Complaint against Terzakis, *et al.*, in the United States District Court for the Northern District of Illinois, Eastern Division, entitled *James Duggan et al. v. John Terzakis et al.*, Case No. 03 C 00210 (the "Chicago Litigation"); and

WHEREAS, Duggan and Terzakis agreed to settle all potential and actual issues between them, whether the subject of the Chicago Litigation or otherwise, on a confidential and amicable basis; and

WHEREAS, in order to settle the issues between Duggan and Terzakis, Duggan and Terzakis entered into a Confidential Settlement Agreement and General Mutual Release (the "Settlement Agreement") on the 31st of March, 2005; and

WHEREAS, J. Duggan Parkside LLC was Plaintiff in a lawsuit in the Superior Court of California, County of Orange, entitled *Altobelli Parkside Plaza, LLC, et al. v. Parkway Bank and Trust Company, et al.* Case No. 03 CC 11861 (the "California Litigation") and alleged that Parkway Bank wrongfully foreclosed on real property

Exhibit D

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

James Duggan, Lois Duggan, J. Duggan)
1500 LLC, J. Duggan Parkside LLC, James G.)
Duggan Trust, and Lois Duggan,)

Plaintiffs,)

v.)

John Terzakis, Rudy Mulder, Roxanne)
Gardner, Tax Deferred Services, LLC, an)
Illinois Limited Liability Company, Urban)
Investment Trust, an Illinois Corporation,)
Dundee, Inc., an Illinois Corporation,)
Dundee 53, LLC, an Illinois Limited Liability)
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Dundee 53, Inc., an Illinois Corporation, 321)
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Liability Company, Santa Ana Development)
LLC, Santa Ana Master LLC, and Centerpoint,)
A Maryland Real Estate Investment Trust)

Defendants.)

No. 03 C 00210

Judge Amy St. Eve

AFFIDAVIT OF JAMES DUGGAN

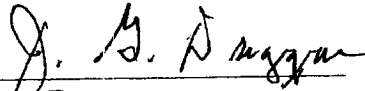
James Duggan being first duly sworn and on oath, deposes and states as follows:

1. I am an adult and under no legal disability and could competently testify as to the facts set forth herein.
2. I am one of the plaintiffs in the above-noted case.
3. I am also the Independent Executor in the Estate of Lois Duggan, deceased and the manager/trustee of the other Plaintiff entities.

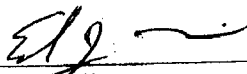
4. Final payment due from John Terzakis pursuant to the Settlement Agreement as amended (as defined in the Motion for Judgment) to which this Affidavit is attached) in the amount of \$300,000 was due June 13, 2008.

5. Despite repeated requests for payment of the final payment, no such payment has been made.

6. Further Affiant sayeth naught.


James Duggan

Given under my hand and official seal,
this 4th day of August, 2008.


Notary Public



Edward J. FitzSimons
Attorney for James Duggan individually
and as Executor of the Estate of
Lois Duggan, deceased
500 N. Western, Ste. 204
Lake Forest IL 60045
847/735-8762

Richard T. Ryan
Mark F. Smolens -
Attorneys for James Duggan
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